

DOUGHERTY, RYAN, GIUFFRA, ZAMBITO & HESSION
Attorneys for Defendants
CONTERM HONG KONG LTD. and VANGUARD LOGISTICS
SERVICES HONG KONG LTD.
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PETER J. ZAMBITO (9362 PZ)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ENERGIZER S.A.,

Plaintiff,

ECF CASE

07 Civ. 7406 (LTS)

- against -

ANSWER TO CROSSCLAIM

M/V YM GREEN, her engines, boilers and tackle
in rem, YANG MING MARINE TRANSPORT
CORP., YANGMING (UK) LTD., ALL
OCEANS TRANSPORTATION INC.,
KAWASAKI KISEN KAISHA LTD., CONTERM
HONG KONG LTD., VANGUARD LOGISTICS
SERVICES HONG KONG LTD., FIEGE GOTH
CO., LTD. and SHENZHEN HIGH POWER
TECHNOLOGY CO. LTD.,

Defendants.

-----X

Defendants, CONTERM HONG KONG LTD. (hereinafter “CONTERM”) and
VANGUARD LOGISTICS SERVICES HONG KONG LTD. (hereinafter
“VANGUARD”), as and for their Answer to the Crossclaim of defendants YANG MING
MARINE TRANSPORT CORP. and YANGMING (UK) LTD. (hereinafter collectively
“YANG MING”) allege upon information and belief as follows:

1. Defendants CONTERM and VANGUARD repeat and reallege each and every paragraph set forth in their Answer to Complaint and Crossclaim with the same force and effect as if set forth here at length.

2. Denies the allegations contained in paragraph 46 of the Complaint and denies having sufficient knowledge or information to form a belief as to the co-defendants.

3. Denies having sufficient knowledge or information to form a belief as to the allegations contained in paragraph 47 of the Complaint.

4. Defendants CONTERM and VANGUARD repeat and reallege each and every paragraph set forth in their Answer to Complaint and Crossclaim with the same force and effect as if set forth here at length.

5. Denies having sufficient knowledge or information to form a belief as to the allegations contained in paragraphs 49, 50, 51, 52 and 53 of the Complaint.

FOR A FIRST, SEPARATE AND COMPLETE DEFENSE

6. The Complaint fails to state a cause of action against defendants CONTERM and VANGUARD upon which relief can be granted.

FOR A SECOND, SEPARATE AND COMPLETE DEFENSE

7. These defendants claim the benefit of the CONTERM Bill of Lading and the Bills of Lading issued by any parties for the cargoes in question, inclusive of applicable limitations of liability.

FOR A THIRD, SEPARATE AND COMPLETE DEFENSE

8. Any damage that was caused to the cargo in suit was the direct result of an act, fault or neglect of YANG MING, their agents, suppliers, contractors, affiliates or

subsidiaries and not to CONTERM or VANGUARD, their agents, servants, employees, subsidiaries or affiliates causing or contributing thereto.

FOR A FOURTH, SEPARATE AND COMPLETE DEFENSE

9. These defendants claim the benefit of the Hague Rules, Hague Visby Amendments, SDR Protocol and any other statutes insofar as may be applicable.

FOR A FIFTH, SEPARATE AND COMPLETE DEFENSE

10. The bringing of this Crossclaim is not within the proper venue and it should be dismissed on the ground of forum non conveniens.

FOR A SIXTH, SEPARATE AND COMPLETE DEFENSE

11. These defendants claim the benefit of all defenses raised by the co-defendants herein insofar as may be applicable to them or either of them.

FOR A SEVENTH, SEPARATE AND COMPLETE DEFENSE

12. At all relevant times defendant VANGUARD acted as an agent for a disclosed principal.

WHEREFORE, defendants CONTERM and VANGUARD demand judgment to dismiss the Crossclaim of defendants YANG MING MARINE TRANSPORT CORP. and YANGMING (UK) LTD., together with the costs, disbursements and reasonable counsel fees and for such other or different relief as to this Court may be just in the premises.

Dated: New York, New York
December 11, 2007

DOUGHERTY, RYAN, GIUFFRA, ZAMBITO &
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